

TRINITY MILLS-MIDWAY PARTNERS, LTD.

c/o Fritz Duda Company
13355 Noel Road, LB3, #1315
Dallas, Texas 75240

August 27, 1999

VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Golden Bear Golf Centers, Inc.
11780 U.S. Highway #1
North Palm Beach, Florida 33408

Attention: Mr. Gary Rosmarin

Re: Ground Lease dated effective as of March 1, 1995, by and between Trinity Mills-Midway Partners, Ltd, as Landlord, and Dallas Highlander, Ltd., as Tenant, as amended by that certain First Amendment to Ground Lease and Assignment of Tenant's Interest in Ground Lease dated September 13, 1996, by and between Landlord, Tenant, as Assignor, and Golden Bear Golf Centers, Inc., as Assignee (collectively, the "Ground Lease")

NOTICE OF DEFAULT

Gentlemen:

Please be advised that, in accordance with provisions of Section 19 of the Ground Lease, Landlord hereby declares a default with respect to Tenant's obligations under the terms of said Ground Lease, as follows:

1. Tenant has failed to comply with the Declaration of Covenants, Restrictions and Development Standards Applicable to Texas Highlands dated July 6, 1993 ("CC&R's") under the terms of Article 15 of the Ground Lease, in that Tenant has failed to maintain common area landscaping and has failed to install and assume responsibility for irrigation of the parkway and landscaping improvements described in the CC&R's.
2. Tenant is storing certain raw materials and maintenance equipment in an area of the Premises without adequate screening and without the permission of Landlord in violation of Article VIII, Sections 1a(4) and 2h(2) and (3) of the CC&R's. Compliance with these provisions of the CC&R's are specifically required of Tenant under the provisions of Article 15 of the Ground Lease.

Golden Bear Golf Centers, Inc.
August 27, 1999
Page 2

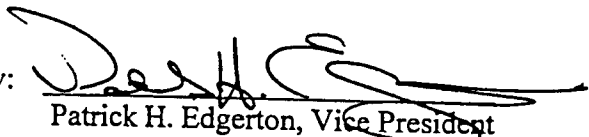
3. Tenant has failed to maintain the leasehold improvements previously established on the Premises, including, without limitation, (a) adequate irrigation and maintenance of driving range improvements and landing area, (b) landscaping improvements situated within the Premises; and (c) building and leasehold improvements situated on the premises pursuant to Article 12.1 of the Ground Lease.

DEMAND IS HEREBY MADE that Tenant commence activities to correct the above noted violations. If such activities have not been commenced within ten (10) days from the date of this Notice of Default, Landlord may pursue such remedies available to it pursuant to Article 19 of the Ground Lease or otherwise as permitted under the laws of the State of Texas.

Very truly yours,

TRINITY MILLS-MIDWAY PARTNERS, LTD.
A Texas limited partnership

By: Fritz Duda Company,
a Texas corporation,
Its General Partner

By: 
Patrick H. Edgerton, Vice President

cc: Family Golf Centers, Inc., Melville, New York, Attention: Dominic Chang, President
Mr. Tom Morehart, Family Golf Centers, Inc., Austin, Texas
Mr. Brad Underwood, Family Golf Centers, Inc., Carrollton, Texas
Highlander Business Park Property Owners Association, Inc.

n:\users\patricia\default2.wpd